

STATE OF NORTH CAROLINA

IN THE OFFICE OF

ADMINISTRATIVE HEARINGS

COUNTY OF LEE

15 MED 06448

SETTLEMENT AGREEMENT AND RELEASE

This SETTLEMENT AGREEMENT AND RELEASE ("Agreement") is made by and between Petitioner [REDACTED], by and through his legal guardian [REDACTED], ("Petitioner") and Respondent Sandhills Center ("Sandhills"). Petitioner and Sandhills are sometimes collectively referred to herein as the "Parties". The Parties are executing this Agreement with respect to the following matters:

RECITALS

WHEREAS, Petitioner is a Medicaid beneficiary whose Medicaid county of residence is Lee County, North Carolina, and consequently his behavioral health Medicaid benefits are managed by Sandhills; and

WHEREAS, Petitioner is under 21 years old, he is eligible for all medically necessary services under the Early Periodic Screening Diagnostic and Treatment (EPSDT) Medicaid program (42 U.S.C. § 1396d(r));

WHEREAS, Sandhills operates as a Pre-paid Inpatient Health Plan ("PIHP"), which is a type of Medicaid managed care organization ("MCO"), pursuant to contracts between Sandhills and the North Carolina Department of Health and Human Services ("Department"). These contracts authorize Sandhills to manage mental health, intellectual/developmental disability, and substance use/addiction benefits for individuals whose Medicaid originates from a nine-county catchment area in North Carolina; and

WHEREAS, on or about on July 17, 2015, Sandhills Center received a request for services for Petitioner for Targeted Case Management services;

WHEREAS, on July 21, 2015, Sandhills Center sent Petitioner notice of its decision to deny Targeted Case Management services stating that Petitioner is on the Innovations Waiver and that the request appears to be a duplication of the Care Coordination service that is being provided by Sandhills Center; and

WHEREAS, after pursuing Reconsideration, on September 2, 2015, Petitioner timely requested a State Fair Hearing, captioned as [REDACTED] v. Sandhills Center, 15 MED 06448; and

WHEREAS, on October 8, 2015, a hearing was scheduled for this contested case; and

WHEREAS, the Parties now desire to settle all claims between the Parties arising from Sandhills' July 21, 2015 decision;

NOW THEREFORE, in consideration of the foregoing Recitals and the terms and conditions set forth herein, the Parties hereto agree as follows:

1. Community Guide. Petitioner currently has an authorization for Community Guide and that authorization will remain in place to focus on Employer of Record. As with all authorizations, upon expiration of the authorization, Petitioner may make a new request for a new authorization period, which will be reviewed in the ordinary course.
2. Targeted Case Management. Sandhills Center will authorize Targeted Case Management services. The Parties will use reasonable efforts to ensure this service is implemented in a timely manner. Targeted Case Management will focus on a culturally appropriate case management assessment, personal-centered planning, referral and linkage and monitoring and follow-up as outlined in Medicaid Clinical Coverage Policy 8L. Upon expiration of the authorization period, Petitioner may make a new request for a new authorization period, which will be reviewed in the ordinary course. The existing Sandhills Center's care coordination will assist Petitioner with identifying a provider for Targeted Case Management services.
3. Dismissal of Proceedings. As part of this Settlement Agreement, within one (1) business day of the Effective Date of this Settlement Agreement, as defined in Paragraph 7 below, pursuant to Rule 41(a)(1) of the North Carolina Rules of Civil Procedure, Petitioner, through counsel, agrees to voluntarily dismiss the case captioned 15 MED 06448 with prejudice.
4. Release. In consideration of the covenants and payments set forth herein, Petitioner does hereby, for herself, her successors, assigns, principals, partners, officers, directors, employees, servants, subsidiaries, affiliates, attorneys and agents, release and forever discharge Sandhills Center, and its attorneys, insurers, assignees, transferors, transferees, principals, partners, officers, directors, employees, servants, subsidiaries, affiliates, successors, agents, and representatives, from any and all claims, demands, damages, debts, liabilities, obligations, contracts, agreements, causes of action, suits and costs, of whatever nature, character or description, whether known or unknown, suspected or unsuspected, anticipated or unanticipated, which Petitioner may have or may hereafter have or claim to have against Sandhills Center arising out of or related to Sandhills Center's July 21, 2015 decisions previously-referenced.
5. No Admission of Wrongdoing. This Agreement effects a settlement of claims that are disputed. This Agreement is a compromise of a dispute resulting from negotiations between counsel for Petitioner and Sandhills and with full approval and consent of the Parties, and is entered into for the purpose of avoiding the expense and/or burden of litigation. Nothing in this Agreement, or any acts taken in fulfillment of this agreement,

shall be construed as an admission of liability on behalf of or wrong doing by any party to this agreement, by whom liability is expressly denied.

6. Full Agreement. This Settlement Agreement contains the entire understanding and agreement between the parties hereto with respect to the matters referred to herein. No other representations, covenants, undertakings or other prior or contemporaneous agreements, oral or written, respecting such matters, which are not specifically incorporated herein, shall be deemed in any way to exist or bind any of the Parties hereto. The Parties hereto acknowledge that each party has not executed this Settlement Agreement in reliance on any such promise, representation or warranty.
7. Effective Date. The Effective Date of this Agreement shall be the later of the dates on which all Parties have signed this Agreement.
8. Counterparts. This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same agreement.

AGREED TO BY:

PETITIONER

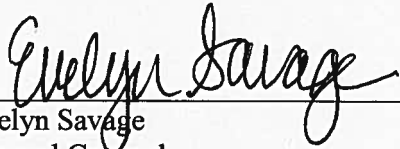
Parent of _____

Date

Iris Peoples Green/Susan Pollitt
Attorneys for _____
Disability Rights North Carolina

Date

RESPONDENT



Evelyn Savage
General Counsel
Sandhills Center for MH/DD/SAS

10-8-15

Date